

REMARKS

In the communication mailed November 23, 2009, the Examiner states that the rejection of claims 18 and 20 under 35 U.S.C. 112, second paragraph was not addressed, and also that an explanation of how the amendments to those claims overcome the grounds of rejection. Applicants note that the following statement was made in the response filed July 27, 2009:

“In regards to the claim objections, rejections under 35 U.S.C. 101 and rejections under 35 U.S.C. 112, suitable amendments have been made to address the grounds of rejection. Withdrawal of those rejections is respectfully requested.”

In addition, claims 18 and 20 were specifically addressed by the following arguments:

“Barros in view of Besl fails to provide a prima facie basis for the rejection of claims 1-5, 8-10, 12-17 and 20-22 under 35 U.S.C. 103(a), because they fail to disclose each element of the claimed inventions. . . . Claim 20 includes the system according to claim 19 wherein channels reference Envooi sub-compositions configured to be added dynamically to a GlobeVoii application. The Examiner relies on paragraph 126 of Barros, but that paragraph does not disclose an Envooi sub-composition or a GlobeVoii application. An applicant is entitled to be his or her own lexicographer, see M.P.E.P. 2111.01(IV). The term Envooi is defined on the related applications that are incorporated by reference and the term Globevoii is defined throughout the specification. Withdrawal of the rejection of claim 20 is therefore respectfully requested. . . . Barros in view of Besl and further in view of Fu fails to provide a prima facie basis for the rejection of claims 18 and 23 under 35 U.S.C. 103(a), because they fail to disclose each element of the claimed inventions. Consider claim 18 as amended, which includes a system according to claim 17 wherein said actions are one or more selected from the group consisting of opening a web browser with a Uniform Resource Locator link as a parameter; bringing content to the globe with a parameter the web address of content; and initiation of communication to a GlobeVoii user through email, chat, or sending an instant message. The Examiner relies on Fu at col. 2, lines 15-20, but Fu does not disclose initiation of communication to a GlobeVoii user through email, chat, or sending an instant message. As noted, an applicant can be his or her own lexicographer, and Fu fails to disclose a GlobeVoii as defined. Furthermore, Fu discloses using the 2D image of FU to schedule a chat session, but not communication through a chat message. Nothing in Fu suggests or discloses that the system of Fu is anything other than a system for personal use. In other words, FU is not a scheduling system for communicating scheduling

events between multiple users. Withdrawal of the rejection of claim 18 is therefore respectfully requested.”

As such, it is unclear why the Examiner believes that the rejection of claims 18 and 20 under 35 U.S.C. 112, second paragraph was not addressed, and also that an explanation of how the amendments to those claims overcome the grounds of rejection. The cited sections from the response filed July 27, 2009 do in fact address the items that the Examiner asserts were not addressed. Although the Examiner does not state so, it appears that the Examiner is objecting to the argument that the terms Envooi and Globevoii are terms that the Applicants have used in the context of being their own lexicographer, and believes that those terms are the use of a trademark or a trade name to identify a material or product. That is not the case. Although the terms Envooi and Globevoii are identified as being trademarked, they are also described in great detail in the specification. M.P.E.P. 608.01(v) states that “if the product to which the trademark refers is set forth in such language that its identity is clear, the examiners are authorized to permit the use of the trademark if it is distinguished from common descriptive nouns by capitalization. If the trademark has a fixed and definite meaning, it constitutes sufficient identification unless some physical or chemical characteristic of the article or material is involved in the invention. In that event, as also in those cases where the trademark has no fixed and definite meaning, identification by scientific or other explanatory language is necessary. *In re Gebauer-Fuelnegg*, 121 F.2d 505, 50 USPQ 125 (CCPA 1941).” Unless a reason is provided by the Examiner why the detailed description of the Envooi and Globevoii in the specification fails to clearly set forth the identity of an Envooi and a Globevoii, then maintaining the rejection under 35 U.S.C. 112, second paragraph (as presently understood, because the Examiner failed to state exactly what terms were considered to be trademarks or trade names, and in fact, stated that the trademark or trade name was “mooted,” making the rejection internally inconsistent) is improper. In particular, see page 4, lines 14-20 of the pending application for additional detail that sets forth the clear identity of the Globevoii and the Envooi.

CONCLUSION

In view of the foregoing remarks and for various other reasons readily apparent, Applicant submits that all of the claims now present are allowable, and withdrawal of the rejection and a Notice of Allowance are courteously solicited.

If any impediment to the allowance of the claims remains after consideration of this amendment, a telephone interview with the Examiner is hereby requested by the undersigned at (214) 953-5990 so that such issues may be resolved as expeditiously as possible.

No additional fee is believed to be due. The Commissioner is authorized to charge any fees that have been overlooked or credit any overpayment to Deposit Account No. 10-0096 of Jackson Walker L.L.P.

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Respectfully submitted,

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